



NEW APPLICATION



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Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2996

T-04294A-04-0879

DOCKETED BY

CHL

**RE: Application - Short Form for Pay Telephone Providers for
Inmate Calling Solutions, LLC**

Dear Sir/Madam:

Enclosed for filing are the original and thirteen (13) copies of the Pay Telephone Provider application and proposed tariff filed on behalf of Inmate Calling Solutions, LLC. The Company respectfully requests the earliest possible effective date for this filing.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed stamped envelope provided for that purpose.

Any questions regarding this filing may be directed to my attention at (407) 740-3004 or via email at rnorton@tminc.com. Thank you for your assistance in this matter.

Sincerely,

Robin Norton

Robin Norton, Consultant to
Inmate Calling Solutions, LLC

RN/bc

Enclosures

cc: Suzanne Haffner, ICS
cc: Goy Giminski, ICS
file: ICS - AZ - Inmate
tms: AZn400

**ARIZONA CORPORATION COMMISSION
APPLICATION
SHORT FORM FOR PAY TELEPHONE PROVIDERS**

Mail or deliver an original and 10 copies of this completed application with a "COVER SHEET" to: Docket Control Center

Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

I. List the name, address and telephone number of the person or entity (Applicant) that subscribes to the phone line from the local exchange company, indicate Business Name (if different than Applicant):

Inmate Calling Solutions, LLC

(Applicant's Name)

(Business Name if different than Applicant's Name)

5883 Rue Ferrari

(Applicant's Address)

San Jose, California 95138

(Applicant's Address)

(408) 362 - 4000

(Applicant's Telephone Number)

II. If you intend on having an attorney represent you in this application, list the attorney's name, address and telephone number:

(Attorney's Name)

(Attorney's Address)

(Attorney's Address)

() -
(Attorney's Telephone Number)

III. What type of entity is the Applicant?

[] SOLE PROPRIETORSHIP; [] PARTNERSHIP; [☒] LIMITED LIABILITY COMPANY; or
[] CORPORATION: By checking this box, you certify that you have a current copy
of your Articles of Incorporation on file with the Arizona Corporation Commission's
Corporations Division: [] Arizona Corporation; or [] Foreign Corporation.

IV. SELECT ONE THAT APPLIES:

[] **GENERIC/STREAMLINED TARIFF:** By checking this box, the Applicant states it intends to provide public pay telephone service in the State of Arizona under the rates, terms, and conditions as set forth in the COPT Generic Tariff, and A.A.C. R14-2-901. et.seq., and hereby concurs in that Tariff. The Applicant understands that requests to provide service under conditions other than those set forth in the COPT Generic Tariff may be approved only by specific order of the Arizona Corporation Commission pursuant to A.A.C. R14-2-901. et. seq.;

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or

☒ CUSTOMIZED TARIFF: By checking this box, the Applicant states it intends to provide pay telephone service in the State of Arizona under a Special (non-streamlined) Tariff, A.A.C. R14-2-901. et. seq., and submits with this application its proposed Special (non-streamlined) COPTTariff for services to be offered and does not concur in the Generic Tariff; or

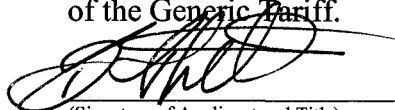
☐ By checking this box, the Applicant states that it is NOT PROVIDING PUBLIC PAY TELEPHONE SERVICE, and hereby states that it is not a public service corporation, and swears and affirms that it is not offering its pay telephone service to the public and its primary business is not providing public pay telephone service. NOTE: Applicant may be subject to fines or other penalties if it is operating as a Public Service Corporation without a Certificate of Convenience and Necessity.

V. NOTICING

☐ By checking this box the Applicant states that it has placed the prescribed notice of the application at each pay telephone location (See instruction sheet: "NOTICE"). Attach ONE copy of a list of the addresses where you provide pay telephone service; OR

☒ By checking this box the applicant indicates it does NOT have any COPTs at this time.

VI. Attach one copy or sample of the customer information placard, which will be located on the pay telephone, that describes the services you offer and the instructions for operation. If you have checked the box to conform to the Generic Tariff, the placard must conform to: Para. III. items; C., D., J., K., and M.; plus Para. IV. C., items 1. through 7. of the Generic Tariff.



(Signature of Applicant and Title)

Brendan Philbin, Chief Operating Officer

(Type or Print Your Name)

DO NOT WRITE IN THIS SPACE STAFF RECOMMENDATIONS

☐ By checking this box, the Applicant is requesting a hearing because it objects to the Staff Recommendations or other reasons. The request for a hearing and any objections to these Recommendations must be filed within 20 days from the date of this report. If the request is not made within 20 days, the Commission may decide the matter without a hearing unless a hearing is requested by Staff or an Intervenor.

ARIZONA CORPORATION COMMISSION

NOTICE

PUBLIC NOTICE OF APPLICATION FOR A CERTIFICATE OF CONVENIENCE AND NECESSITY

Inmate Calling Solutions, LLC, has filed with the Arizona Corporation Commission ("Commission") an application for a Certificate of Convenience and Necessity (ACC&N) to provide Customer Owned Pay Telephone Service in the State of Arizona.

Inmate Calling Solutions, LLC is required by the Commission to provide this service under the rates, charges, terms, and conditions established by the Commission.

The application is available for inspection during regular business hours at the offices of the Arizona Corporation Commission, 1200 West Washington Street, Phoenix, Arizona, and at:

Inmate Calling Solutions, LLC
(Name of Company)

5883 Rue Ferrari _____
(Address of Company)

San Jose, California 95138 _____
(Address of Company)

You may have the right to intervene in the proceeding, or you may write to the Commission or call and make a statement on your own behalf. If you have any questions about this application or have any objections to its approval, you may contact the Consumer Services Section of the Commission at 1200 West Washington Street, Phoenix, Arizona 85007 or call locally to (602) 542-4251 or in-state toll free at 1-800-222-7000.

CUSTOMER OWNED PAY TELEPHONE (COPT)
TELECOMMUNICATIONS TARIFF
OF
Inmate Calling Solutions, LLC

Toll Free Customer Service Number: 888-506-8407

This tariff contains the descriptions, regulations, and rates applicable to the provision of interexchange telecommunications, by Inmate Calling Solutions, LLC ("ICS") within the State of Arizona. This tariff is on file with the Arizona Corporation Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

Issued: December 7, 2004

By:

Brendan Philbin, Chief Operating Officer
5883 Rue Ferrari
San Jose, California 95138

Effective:

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
Title	Original	*	26	Original	*
1	Original	*	27	Original	*
2	Original	*	28	Original	*
3	Original	*	29	Original	*
4	Original	*	30	Original	*
5	Original	*			
6	Original	*			
7	Original	*			
8	Original	*			
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			

* - indicates those pages included with this filing.

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate resale common carrier communications and automated operator services by Inmate Calling Solutions, LLC for use by inmates in correctional institutions within the State of Arizona subject to the jurisdiction of the Arizona Corporation Commission.

SERVICE AREA MAP

Inmate Calling Solutions, LLC will provide intrastate resale common carrier communications and automated operator services throughout the State of Arizona.

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EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued or deleted material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (M) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's location to a ICS switching center or designated point of presence.

Automated Collect Call - Calls billed to the called party that are completed through an automated call processing system. The automated system prompts the call originator and called party. The called party must accept charges for the call and is responsible for payment.

Customer or End User - The person, firm, corporation or other entity which uses ICS' service and is responsible for payment of charges and compliance with the Company's tariff.

Company or Carrier - Inmate Calling Solutions, LLC , unless otherwise clearly indicated by the context.

Commission - The Arizona Corporation Commission.

Correctional or Confinement Institutions - Used throughout this tariff to refer to any type of confinement facility, including prisons, jails, work farms, detention centers or other facilities used for penalty or confinement purposes.

ICS - Used throughout this tariff to mean Inmate Calling Solutions, LLC

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Inmates - The jailed or confined population of correctional or confinement institutions.

LEC - Local Exchange Company.

Subscriber - The correctional institution which orders or uses ICS's service and is responsible for compliance with tariff regulations. The Subscriber enters into an agreement with the Company for the provision of collect-only automated operator assisted telecommunications services for use by inmates.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Inmate Calling Solutions, LLC

ICS's services and facilities are furnished for communications originating at correctional or confinement institutions within the state of Arizona. The terms of this tariff apply to ICS's intrastate calls.

ICS provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. ICS may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Subscriber's location to the ICS services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week subject to restrictions imposed by the administration of the institution.

2.2 Limitations

- 2.2.1 ICS provides calling services to inmates of confinement/correctional institutions.
- 2.2.2 Service is offered subject to the availability of the necessary facilities or equipment, and subject to the provisions of this tariff.
- 2.2.3 ICS reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.2 Limitations, (Cont'd.)**

- 2.2.5** All facilities provided under this tariff are directly or indirectly controlled by Inmate Calling Solutions, LLC and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company.
- 2.2.6** Service may otherwise be limited at the request of the institution's administration or by rules of the Commission to decrease fraud and maintain security and control over the inmate population.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited, limited to the provisions of this tariff.

2.4 Liabilities of the Company

- 2.4.1** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.2** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer, End User and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer, End User or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of Company, (Cont'd.)

- 2.4.3** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber or Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.4.4** Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the pro rata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.
- 2.4.5** The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Deposits and Advance Payments****2.5.1 Deposits**

The Company does not normally require deposits. However the company reserves the right to collect a deposit from customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules.

For services provided to inmates of confinement facilities, the Company may require a deposit from billed parties for charges which exceed a maximum credit amount predetermined by the Company based on the Customer's credit worthiness. The Customer may exceed this predetermined credit amount by first paying a deposit to the Company in an amount equal to the amount of additional credit authorization requested by the Customer.

2.5.2 Advance Payments

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, ICS reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.6.1. Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company's service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any re-originated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

	<u>Minimum</u>	<u>Maximum</u>
Rate Per Call:	\$0.00	\$0.75

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Terminal Equipment**

Company-provided facilities and service may be used with or terminated in Company- or Customer-provided terminal equipment or communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained under contract between ICS and the Customer. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Payment for Service****2.8.1 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an end user of the Customer by ICS. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments (such as a local exchange company).

2.8.2 Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within 10 days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges must be received in writing by the Company within thirty (30) days after the date of the invoice. Otherwise, all charges will be considered correct and binding.

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received in writing by the Company within ninety (90) days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Arizona Corporation Commission
Consumer Service Section
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Payment for Service****2.8.3 Validation of Credit**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit amount. Where a requested billing method cannot be validated or maximum credit amount established, the Company may refuse to provide service.

Services provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

2.8.4 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Arizona law and regulations.

2.8.5 Late Payment Fees

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid fifteen (15) days following the date printed on the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Interconnection**

Service furnished by ICS may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer or Subscriber is responsible for all charges billed by other carriers for use in connection with ICS's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Subscriber.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Refusal or Discontinuance by Company

2.10.1 ICS may refuse or discontinue service with proper notice to the Customer or Subscriber for any of the following reasons:

- A.** For failure of the Customer to pay a bill for service when it is due.
 - B.** For failure of the Customer or Subscriber to make proper application for service.
 - C.** For Customer's or Subscriber's violation of any of the Company's rules on file with the Commission.
 - D.** For failure of the Subscriber to provide the Company reasonable access to its equipment and property.
 - E.** For Subscriber's breach of the contract for service between the Company and the Subscriber.
-
- F.** For a failure of the Subscriber to furnish such service, equipment, and/or rights-of-way necessary to serve said Subscriber as shall have been specified by the Company as a condition of obtaining service.
 - G.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Refusal or Discontinuance by Company, (Cont'd.)

2.10.2 ICS may refuse or discontinue service without notice to the Customer or Subscriber for any of the following reasons:

- A.** In the event of tampering with the Company's equipment.
- B.** In the event of a condition determined to be hazardous to the Customer or Subscriber, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- C.** In the event of a Customer's or Subscriber's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- D.** In the event of fraudulent use of the service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance.

2.12 Call Restrictions

Calling capabilities may be restricted by the administration of the correctional or confinement institutions. The following types of calls will be blocked: directory assistance, 0-, 700, 800, 900, 976, 950, 10XXX, 1+ sent paid, third number billed, credit card and local direct. The institution may block calls to specific telephone numbers and may limit calling service to pre-approved telephone numbers only. Call duration may be limited by the institution.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.1 General**

Service is offered to inmates of correctional or confinement facilities for outward-only calling. Collect calls may be billed to residential or business lines. Billing information will be validated.

3.2 Timing of Calls

3.2.1 Long distance usage charges are based on the actual usage of ICS's network. Timing of a call begins when the called party accepts the charges for the call. Positive response for acceptance of a call is required. A call will be terminated within five (5) seconds from the last message given if no positive response is received.

3.2.2 Chargeable time for a call ends upon disconnection by either party.

3.2.3 The minimum call duration and initial period for billing purposes is one minute.

3.2.4 Unless otherwise specified in this tariff, for billing purposes usage is measured and rounded to the next higher full minute.

3.2.5 No charges apply for incomplete calls or for calls to called parties who do not accept the charges for the call. ICS will terminate a call if the called party does not accept responsibility for the charges. If a Customer believes he or she has been incorrectly billed for an incomplete call, the Company will, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

Issued: December 7, 2004

By:

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.3 ICS Institutional Automated Collect Operator Service**

ICS provides Institutional Automated Collect Operator Service to inmates of confinement facilities. Service may be limited by the administrators of the institutions as to availability, call duration or calling scope. Calls are billed to the Called Party. The Called Party must actively accept charges for the call. A per-call service charge applies to each call.

Institutional automated collect operator service allows inmates to make collect calls to terminating locations anywhere within in the state. An automated system prompts the caller and the called party through user - friendly instructions. The called party must accept responsibility for payment of the charges by dialing the designated digit for acceptance. If a call is not accepted within five (5) seconds of the automated voice recording prompt, the automated recording is replayed a second time. If an acceptance digit is not received five (5) seconds after the second recording is completed, the call is terminated by ICS' system.

Use of the automated collect calling service is subject to the rules and regulations of the Commission and the institution's administrative restrictions.

3.3.1 Classes of Calls

Automated Collect Station Calls: are calls which are placed by an Inmate who dials all of the digits required to route the call and who follows the ICS system prompts, enabling the Called Party to accept the charges for the call. If the Called Party does not accept the call, the call is terminated and no billing applies

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SECTION 4 - MINIMUM AND MAXIMUM RATES

4.1 General

Each Customer is charged individually for each call placed through the Company.

Customers are billed based on their use of Inmate Calling Solutions, LLC long distance service. No fixed monthly recurring charges apply.

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SECTION 4 - MINIMUM AND MAXIMUM RATES, (CONT'D.)**4.2 ICS Institutional Collect Service Rates**

The following rates apply to outbound collect operator assisted calls placed by inmates in correctional institutions using the ICS network. The minimum call duration for billing purposes is one (1) minute. Additional usage is measured and rounded to the next higher full minute increment for billing purposes.

4.2.1 Local Rates and Charges

A per call rate and a per call automated collect call service charge apply to local calls.

A. Institutional Collect-Only Rates - Plan A

	<u>Minimum</u>	<u>Maximum</u>
1. Local Usage Charge		
Rate Per Call:	\$0.00	\$0.50
2. Local Per Call Service Charges		
Operator Charge:	\$2.00	\$3.00

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SECTION 4 - MINIMUM AND MAXIMUM RATES, (CONT'D.)**4.2 ICS Institutional Collect Service Rates, (Cont'd.)****4.2.2 IntraLATA Rates and Charges**

A per call service charge applies to all completed calls.

A. Institutional Collect-Only Rates - Plan A

	<u>Minimum</u>	<u>Maximum</u>
1. IntraLATA Usage Charge		
Rate Per Minute:	\$0.25	\$0.58
2. IntraLATA Per Call Service Charges		
Operator Charge:	\$1.45	\$4.00

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SECTION 4 - MINIMUM AND MAXIMUM RATES, (CONT'D.)**4.2 ICS Institutional Collect Service Rates, (Cont'd.)****4.2.3 InterLATA Rates and Charges**

A per call service charge applies to all completed calls.

A. Institutional Collect-Only Rates - Plan A

	<u>Minimum</u>	<u>Maximum</u>
1. InterLATA Usage Charge		
Rate Per Minute:	\$0.25	\$0.58
2. InterLATA Per Call Service Charges		
Operator Charge:	\$3.00	\$4.00

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SECTION 5 - CURRENT RATES**5.1 Public Telephone Surcharge**

Rate Per Call: \$0.50

5.2 ICS Institutional Collect Service Rates**5.2.1 Local Rates and Charges**

A per call rate and a per call automated collect call service charge apply to local calls.

A. Institutional Collect-Only Rates - Plan A**1. Local Usage Charge**

Rate Per Call: \$0.00

2. Local Per Call Service Charges

Operator Charge: \$2.06

5.2.2 IntraLATA Rates and Charges

A per call service charge applies to all completed calls.

A. Institutional Collect-Only Rates - Plan A**1. IntraLATA Usage Charge**

Rate Per Minute: \$0.25

2. IntraLATA Per Call Service Charges

Operator Charge: \$3.00

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SECTION 5 - CURRENT RATES, (CONT'D.)

5.2 ICS Institutional Collect Service Rates

5.2.3 InterLATA Rates and Charges

A per call service charge applies to all completed calls.

A. Institutional Collect-Only Rates - Plan A

1. InterLATA Usage Charge

Rate Per Minute: \$0.50

2. InterLATA Per Call Service Charges

Operator Charge: \$3.00

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